

REQUEST FOR PROPOSALS (RFP 2014-05)
GRAPHIC ARTIST SERVICES
July 11, 2014

I. Purpose.

The County of Surry, Virginia (the "County") is seeking proposals from interested and qualified firms for the development of logo/graphic tools for the purpose of tourism marketing.

II. Background.

Before the first English settlers established their fort on Jamestown Island in 1607, the land on the south side of the James River was home to a thriving Native American population. With the coming of the English, who first landed at a location close to the present-day Town of Claremont, the south side of the James became known to the English settlers as "the Surrey Side" to pay homage to their homeland. The area was chartered as Surry County in 1652 when it separated from James City County and extended to the south as far as North Carolina.

The Surry County of today has maintained its rural nature and is rich in history, agriculture and scenic beauty. It is home to several attractions of significant historical, cultural and recreational value and contains approximately 75 miles of water frontage along the historic James River. Surry County's proximity to regional tourism destinations, such as Colonial Williamsburg and the Historic Triangle, and the resulting cooperative relationships which continue to be strengthened in Coastal Virginia will further enhance its attractiveness to visitors in the region.

Many stakeholders exist within Surry County, all of whom have an interest in tourism and the revenue it has the potential to generate. For years, these entities have operated independently of one another in an attempt to bring visitors to the county. However, in the last 18 months momentum has been building as representatives of these stakeholder groups have met in cooperation as the Surry County Tourism Support Group to generate interest and energy towards the development of a unifying Tourism Marketing Plan. With the help of Virginia Tourism Corporation staff, these volunteers have made great progress towards this end. To date, their efforts have been encouraged and endorsed by the Surry County Board of Supervisors, County Administrator and Surry County Chamber of Commerce.

In April 2014 the County partnered with Goldman & Associates Public Relations to conduct a branding study in an effort to develop a unique

and authentic branding of Surry County. At the conclusion of the branding study and logo development, a collective and cooperative pilot marketing plan will be executed. The benefits to the citizens of Surry County through increased revenue, economic development and job creation would, no doubt, translate into an improved quality of life in the county.

III. Scope of Services

Offerors should provide a detailed outline of the services to be provided to the County that include the following services:

- Conduct a review of branding study findings to become familiar with the County's established brand theme and how it is expected to translate into marketing materials.
- Work closely with County staff and the Tourism Support Group members to develop a graphic logo which will clearly communicate the established brand. The completed logo will be utilized by stakeholders individually as well as in cooperative marketing initiatives.
- Provide the County with the following technical components:
 1. Logotype - The logo design should include a typographic solution, which will be called the "Logotype" and have a vertical as well as horizontal solution. A specific type face will be selected that is unique and suggests the image of Surry County, if possible. The typography will also contain any design alterations made to the conventional letter forms that are desirable. The logotype should look as pleasing in reverse (white type on black field) as in positive form (black type on white field) and be able to be used either way, depending on the situation. Color will be applied as a secondary design element and specified separately.
 2. Logo Mark - A mark or symbol should also be created, and when used in combination with the "logotype" will be called the "Logo Mark." The mark will never be used by itself, but will always be accompanied by the logotype. The logo mark should also be used in positive or negative form and have specific constraints when color is applied.
 3. Logo - The brand theme established by the county can be added to the logo mark and known as the "Logo." The positioning statement or brand theme should be rendered in a type style of the same face as the logotype or in sharp contrast depending on the design. Any suggestion of color should be used as an enhancement and not constrain the use of the "logo" in a black and white situation.
 4. Illustrator Files - Vector art files should be provided so the 3 separate designs can be used at any size necessary by an outside vendor – from advertising specialties like imprinted ball point pen barrels to highway signs. The design of each version, with the exception of the full logo, should be legible when reduced to 3/8" x 1" for an

application like pen barrels or specified as to the minimum suggested size for any given design.

5. Formatting - Upon approval of the logo design - .tiff, .jpg, and .gif files should be provided for all versions of the logotype, logo mark, and logo, with and without color, in a variety of sizes to accommodate any situation. - 1" square, 2" square, and 3" square sizes should be adequate. These files will be supplied in resolutions of 300ppi for the .tif and 72ppi for the .jpg and .gif.
 6. Document outlining Procedures and Uses - A "Procedures and Use" document will be provided to accompany the logo design and will outline the constraints attached to the use of the logo by any vendor or department wishing to print or publish material containing the Surry County brand identity. This set of standards would include the use of color, background photos, and distance any design element may be positioned in relation to the logo. This document will also state the restrictions of using the logo as a background image pattern, or using a portion of the logo as a design element in another composition.
- **TIME FRAME:** Completion by September 30, 2014 for presentation to the Board of Supervisors at their October 2, 2014 meeting.

IV. Process for Submitting Proposals.

Sealed proposals will be due in the office of County Administrator, 45 School Street, PO Box 65, Surry, VA 23883, no later than 2:00 p.m. on Friday, July 25, 2014. Proposals will not be accepted via fax or E-mail. The proposals shall be marked "Graphic Artist Proposals for Surry County" on the outside. Five copies of the proposal shall be submitted. Proposals shall include, at a minimum, the following information:

- a. Background of the firm in general.
- b. Experience in marketing and branding.
- c. The names and backgrounds of the person/persons who will be the primary professionals on this project, and the names and backgrounds of the other professionals who will be involved.
- d. References from at least three projects which the firm feels would be most relevant to this project.
- e. The experience of the firm working with county and municipal governments in Virginia.
- f. A proposed project schedule.
- g. Cost of services.

V. Criteria for Evaluation of Proposals.

The proposals will be evaluated based on the following criteria:

1. Quality of proposal. The degree to which the proposal meets the needs of the County
2. Qualifications and Experience of the offeror, to include experience with public governments.
3. Capability of the offeror.
4. Project Methodology. The methods and procedures proposed by the Offeror.
5. The cost of the services.
6. The schedule.

VI. Process for Evaluating Proposals.

The County has determined to issue a Request for Proposals using the competitive negotiation method for procurement under the Virginia Public Procurement Act for this contract because it is both impractical and not fiscally advantageous to the County to issue an Invitation to Bid and use competitive sealed bidding due to the fact that this is a services contract where the quality of the performance is more important than accepting the lowest bid and it is difficult to write specifications.

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors listed in this Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

In negotiations regarding the terms of the contract, the County has no legal authority to indemnify the offeror. Firms submitting proposals agree that they will not ask the County to indemnify them in any resulting contract.

VII. Questions.

Any interested person who has a question about this Request for Proposal may contact the County Administrator, Mr. Tyrone W. Franklin, at 757-294-5271 or write him at 45 School Street, PO Box 65, Surry, VA 23883.

VIII. General Terms and Conditions

A. Appropriation of Funds: The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Surry County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.

B. Assignment of Contract: The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.

C. Change Orders: Change orders must be approved by the County prior to work being performed.

D. Contractor's Authorization To Transact Business: In accordance with §2.2-4311.2 of the *Code of Virginia*, any offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law, shall include in its proposal statement describing why the offeror is not required to be so authorized. This information shall be provided on the attached form titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the proposal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section.

E. Copyrights and Patent Rights: The offeror certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such

infringement, and will save Surry County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.

F. Drug Free Workplace: (*Code of Virginia 2.2-4312*) This provision only applies to contracts valued in excess of \$10,000.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

G. Employment Discrimination: (*Code of Virginia 2.2-4311*) This provision only applies to contracts valued in excess of \$10,000.

1. During the performance of the contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

H. Faith-Based Organizations: (*Code of Virginia 2.2-4343.1*) Surry County does not discriminate against faith-based organizations.

I. Governing Law: Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Surry County.

J. Illegal Aliens: (*Code of Virginia* 2.2-4311.1) The Contractor agrees that he does not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

K. Indemnification: The Contractor shall hold harmless and indemnify the County and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions. The County will not agree to indemnify the offeror.

L. Modification of the Contract: The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.

M. Payment: If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.

Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:

1. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or
2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

N. Proprietary Information: Section 2.2-4342(F) of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.